

STATE OF INDIANA )  
 ) SS:  
COUNTY OF OWEN )

IN THE OWEN CIRCUIT COURT

CAUSE NO. 0000104103 ME 117

IN RE: TODD A. VANNATTA )  
 )  
Respondent. )

AVC No. 04-011

**FILED**

MAR 15 2004

**ASSURANCE OF VOLUNTARY COMPLIANCE**

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and the Respondent, Todd Vannatta, enter into an Assurance of Voluntary Compliance ("Assurance") pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes **prima facie** evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. The Respondent, at all times relevant to this complaint, was an **individual** engaged in the sale of used automobiles, with a principal place of business at 1236 Kensington Drive, Seymour, Indiana, 47274, and transacts business with consumers

7 The terms of this Assurance apply to and are binding upon the Respondent, his employees, agents, representatives, successors, and assigns.

3. The Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code § 4-6-9-4 and Ind. Code § 24-5-0.5-1 *et seq.*

4. The Respondent **will** refrain from making and shall not make, cause to be made, or permit to be made, **expressly** or by implication, any representation **that he** can deliver title **within** a stated time frame when the Respondent **knows** or should **reasonably know** he cannot.

5. The Respondent will immediately comply with all provisions of Indiana Code § 9-17-3-3, including but not limited to:

- a. endorsing the certificate of title for a vehicle which is sold or has ownership transferred by the Respondent; and
- b. delivering the endorsed certificate of title to the purchaser or transferee at the time of sale or delivery.

6. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing either orally or in writing that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have, which the Respondent knows or should reasonably know that it does not have.

7. The Respondent will immediately comply with all provisions of the Motor Vehicle Information and Cost Savings Act, 49 U.S.C. § 32701 *et seq.* and 49 C.F.R. § 580.1 *et seq.*, including but not limited to:

- a. properly, accurately, and fully completing an Odometer Disclosure **statement** upon the sale or transfer of a vehicle;
- b. providing a fully completed copy of the Odometer Disclosure statement to the purchaser at the time of sale or transfer of a vehicle.

8. The Respondent, in soliciting and/or contracting, agrees to fully comply with all requirements of Ind. Code § 9-19-9-1 *et seq.*

9. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing either orally or in writing that the subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not and if the Respondent knows or should reasonably know that the representation is false.

10. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing either orally or in writing that he is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when he knows or reasonably should know he cannot.

11. Upon execution of this Assurance, the Respondent shall pay consumer restitution in the amount of Three Thousand Dollars (\$3,000.00) to the Office of the Attorney General on behalf of Gregory Shaw of Ithaca, New York.

12. Upon execution of this Assurance, the Respondent shall pay costs in the amount of Four Hundred Eighty-Seven Dollars and Fifty Cents (\$487.50) to the Office of the Attorney General.

13. The Respondent shall not represent that the Office of the Attorney General approves or endorses the Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

14. The Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

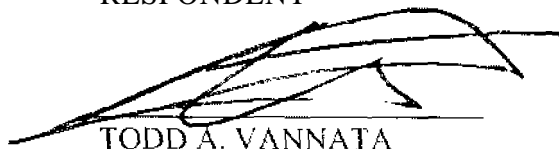
15. The Office of the Attorney General shall file this Assurance with the Circuit Court of Owen County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 9<sup>th</sup> day of March, 2004.


STATE OF INDIANA

RESPONDENT


STEVE CARTER  
Indiana Attorney General

  
TODD A. VANNATA

By

  
Terry Tolliver  
Deputy Attorney General  
Atty. No. 22556-49  
Office of the Attorney General  
302 West Washington, 5th Floor  
Indianapolis, Indiana 46204

APPROVED this 1 day of February, 2004.

  
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Judge, Owen County Circuit Court